

NOTE: CHANGES MADE BY THE COURT

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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

WAH HUNG INTERNATIONAL  
MACHINERY, INC. d/b/a VELOCITY  
WHEEL, a California Corporation;  
TYFUN INTERNATIONAL, INC., a  
California Corporation; and JOHN  
ZHAO, an individual,

Plaintiffs,

vs.

VALLEY CUSTOM TIRE, INC. d/b/a  
VCT WHEELS, a California  
Corporation; TEXAS TIRE AND  
WHEEL L.L.C., a Texas limited liability  
company; and WHOLESALE WHEEL  
& TIRE LLC, a Texas limited liability  
company,

Defendants.

And Counterclaims.

Case No.: CV11-04178 RSWL (PLAx)

**ORDER GOVERNING USE AND  
DISSEMINATION OF  
CONFIDENTIAL INFORMATION**

**[DISCOVERY MATTER]**

**[PROPOSED] PROTECTIVE ORDER**

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9 Attorneys for Defendants /  
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Pursuant to the Stipulation Governing Use and Dissemination of Confidential Information concurrently filed by Plaintiffs / Counterclaim Defendants Wah Hung International Machinery, Inc. d/b/a Velocity Wheel, Tyfun International, Inc., and John Zhao (collectively, "Plaintiffs") and Defendants / Counterclaimants Valley Custom Tire, Inc. d/b/a VCT Wheels, Texas Tire and Wheel LLC, and Wholesale Wheel & Tire LLC (collectively, "Defendants"), the Court hereby enters this Protective Order ("the Order") to protect confidential information and material that may be produced or otherwise disclosed by the parties or third parties during the course of discovery in this action.

**IT IS HEREBY ORDERED THAT:**

The following Protective Order ("ORDER") shall govern the handling of confidential, proprietary and trade secret information produced in discovery and/or filed with the Court in this action.

**I. GOOD CAUSE STATEMENT**

1. Consistent with Federal Rule of Civil Procedure 26(c), good cause exists for this Court to enter a Protective Order due to the highly sensitive and proprietary nature of the information to be exchanged through discovery and trial of this action. The information expected to be sought and produced will likely include "trade secrets," as that term is defined in California Civil Code § 3426.1(d). "Trade secrets" may include, but are not limited, to customer lists, pricing analysis and information, market surveys and competitive research, corporate financial information and analysis, business strategies, and information related to product development, research and releases. In addition to the parties' trade secrets, additional information commonly sought and produced in discovery, including, without limitation, draft patent applications, invention disclosures, other patent related information, draft marketing materials, personal financial information, and

1 personal identifier information, should also be kept confidential due to the sensitive  
2 nature of such information.

3 2. The parties agree that the disclosure to the public of such highly  
4 sensitive information may cause competitive injury and damages to the parties'  
5 and/or would unnecessarily invade the privacy of a party or person. Therefore, the  
6 parties have agreed to this Stipulation for Entry of Protective Order on the terms set  
7 forth below.

## 8 **II. INTRODUCTION**

9 3. This Protective Order shall govern any document, information or other  
10 thing, which is designated as containing "CONFIDENTIAL" or "HIGHLY  
11 CONFIDENTIAL" information, as defined herein<sup>1</sup> and is furnished by any party or  
12 non-party in connection with the above-captioned action ("ACTION"). Documents  
13 and other information produced in this ACTION and designated "CONFIDENTIAL"  
14 or "HIGHLY CONFIDENTIAL" shall be used only for purposes of this ACTION.  
15 The forms of information which may be subject to this Protective Order include, but  
16 are not limited to, documents and things, responses to requests to produce documents  
17 or other things, responses to interrogatories, responses to requests for admissions,  
18 documents subpoenaed in connection with depositions, deposition testimony and  
19 exhibits, deposition transcripts, and all copies, extracts, summaries, compilations,  
20 designations and portions thereof (hereinafter referred to collectively as  
21 "DISCOVERY MATERIALS").  
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23 4. All DISCOVERY MATERIALS produced in discovery in this case and  
24 designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" shall be used  
25 solely for the purpose of pre-trial proceedings (including, but not limited to, motions  
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27 <sup>1</sup> For the purpose of this order, "HIGHLY CONFIDENTIAL" and "CONFIDENTIAL  
28 – ATTORNEYS' EYES ONLY" have the same meaning and effect and can be used  
interchangeably.

and briefing), trial preparation and trial, and any appeals in the ACTION.

DISCOVERY MATERIALS shall not be used for any business or non-litigation related purpose whatsoever.

### III. DEFINITIONS

5. The following definitions apply in this Protective Order:

(A) The designation “CONFIDENTIAL” may be applied by any party or third party for any DISCOVERY MATERIALS pursuant to this ACTION that contain material including, but not limited to: (a) information pertaining to a third party which the party has an express or implied obligation to keep confidential; (b) marketing and promotional materials; (c) personnel information; and (d) all communications pertaining to the above named information including both manual and electronic correspondence.

(B) Designation of DISCOVERY MATERIALS made by a party to this ACTION shall be a certification to the Court and to the other parties that such information is believed to be Confidential within the meaning of this Protective Order. Information designated as “CONFIDENTIAL” in accordance with this provision shall be treated as Confidential Information pursuant to the terms hereof until it ceases to be covered by this Protective Order.

(C) The designation “HIGHLY CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” may be applied by a party to highly sensitive forms of information, including, but not limited to: (a) past or current financial information of a party; (b) trade secrets as defined in Cal. Civ. Code § 3426.1(d) (which provides that the term “trade secret” “means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (1) Derives independent economic value, actual or potential, from not being generally known to the public or to

1 other persons who can obtain economic value from its disclosure or use; and  
 2 (2) Is the subject of efforts that are reasonable under the circumstances to  
 3 maintain its secrecy”), including those categories of documents outlined in the  
 4 parties' Statement of Good Cause above; and (c) draft patent applications,  
 5 invention disclosures, and other information relating to the filing and  
 6 preparation of patent applications; and/or (d) Extremely sensitive  
 7 “CONFIDENTIAL” information or items whose disclosure to another Party or  
 8 non-party would create a substantial risk of serious injury that could not be  
 9 avoided by less restrictive means. This designation shall be a certification to  
 10 the Court and the other parties that such information is believed subject to this  
 11 more restrictive classification within the meaning of this Protective Order.

12 (D) “CONFIDENTIAL INFORMATION” refers to all information  
 13 which is subject to the designations “CONFIDENTIAL” or “HIGHLY  
 14 CONFIDENTIAL” as described above.

15 (E) “PARTY” means every party to this ACTION and every director,  
 16 officer, employee, and managing agent of every party to this ACTION.

17 (F) “ORDER” means this Protective Order.

18 (G) The scope of this Protective Order shall be understood and  
 19 interpreted to encompass not only those items or things which encompass  
 20 CONFIDENTIAL INFORMATION, but also any information derived  
 21 therefrom, and all copies, excerpts, and summaries thereof, as well as  
 22 testimony and oral conversation derived therefrom or related thereto.

23 (H) “PRODUCING PARTY” means a PARTY or non-party that  
 24 produces Disclosure or DISCOVERY MATERIAL in this action.

25 (I) “RECEIVING PARTY” means a PARTY that receives  
 26 Disclosure or DISCOVERY MATERIAL from a PRODUCING PARTY.  
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(J) “DESIGNATING PARTY” means a PARTY or non-party that designates information or items produced in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL”

#### IV. TERMS OF THE PROTECTIVE ORDER

##### A. Designation

6. The designation of CONFIDENTIAL INFORMATION shall be made in the following manner:

(A) For documents, as set out in Section H of this Protective Order;

(B) For tangible objects, by placing a label or tag on the object or the container therefor, or, if not practicable, as otherwise agreed;

(C) For written responses to interrogatories or requests for admissions, in writing, in the relevant responses or on the face of any such responses;

(D) For declarations or pleadings, in writing in the declaration or pleading or on the face of any such declaration or pleading;

(E) For depositions, as set out in Section I of this Protective Order; and

(F) For other oral disclosures (other than deposition testimony), through confirmation in writing within ten (10) days of the disclosure.

7. It shall be the duty of the party seeking protection of CONFIDENTIAL INFORMATION to indicate to the other party and its attorney of record which of the materials and testimony are considered HIGHLY CONFIDENTIAL.

##### B. Inadvertent Production

8. Each party retains the right to subsequently re-designate documents and to require such documents to be treated in accord with such designations from that time forward. An inadvertent or unintentional failure to designate qualified information or items as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL” will

1 not be construed as a waiver, in whole or in part, of (i) any PARTY'S claims of  
 2 confidentiality either as to the specific information inadvertently or unintentionally  
 3 disclosed or as to any other confidential material disclosed prior or subsequent to that  
 4 date, or (ii) any Party's right to designate said material as CONFIDENTIAL or  
 5 HIGHLY CONFIDENTIAL pursuant to this Protective Order. In the event of an  
 6 inadvertent or unintentional failure to designate qualified information or items, the  
 7 DESIGNATING PARTY shall promptly notify the RECEIVING PARTY that the  
 8 information is CONFIDENTIAL or HIGHLY CONFIDENTIAL. The  
 9 DESIGNATING PARTY further shall provide the RECEIVING PARTY with  
 10 substitute copies of the affected documents, marked with the appropriate  
 11 confidentiality designation, at the expense of the DESIGNATING PARTY.

12         9. Upon receiving notice of the confidentiality designation of previously-  
 13 produced materials, the RECEIVING PARTY shall take reasonable steps to retrieve  
 14 and destroy all undesignated copies of the materials, and shall treat the designated  
 15 materials according to their confidentiality designation under this ORDER. Prior to a  
 16 change in designation by the DESIGNATING PARTY, however, the RECEIVING  
 17 PARTY shall not be precluded from use of the information according to its then-  
 18 existing designation. No PARTY shall be deemed to be in violation of this ORDER  
 19 with respect to the disclosure of any DISCOVERY MATERIAL to any other persons  
 20 prior to the designation of that material as "CONFIDENTIAL" or "HIGHLY  
 21 CONFIDENTIAL" pursuant to this ORDER. However, upon receiving notice of the  
 22 confidentiality designation of previously-produced materials, the RECEIVING  
 23 PARTY shall take reasonable steps to retrieve and destroy all undesignated copies of  
 24 the materials shared with other persons prior to the designation of that material as  
 25 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL", and shall inform such other  
 26 persons in writing that the material (and the information contained therein) must be  
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1 treated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" (as the case may be)  
 2 going forward in accordance with the terms of this Protective Order.

3 10. Inadvertent or unintentional production of privileged or work product  
 4 information will not be construed as a waiver, in whole or in part, of the privilege or  
 5 the work product status of the information inadvertently or unintentionally disclosed.  
 6 In the event of an inadvertent or unintentional production of privileged or work  
 7 product information, the PRODUCING PARTY shall promptly notify the  
 8 RECEIVING PARTY that the information is privileged or is work product. The  
 9 PRODUCING PARTY further shall provide the RECEIVING PARTY with  
 10 substitute copies of the affected documents in which the privileged or work product  
 11 information has been redacted.

12 11. Upon receiving notice of the PRODUCING PARTY's claim of privilege  
 13 or work product status of previously-produced information, the RECEIVING  
 14 PARTY shall take reasonable steps to retrieve and destroy all un-redacted copies of  
 15 the materials.

16 12. Nothing in this section shall affect the right of a party to challenge a  
 17 confidentiality designation or a claim of privilege or work product through motion  
 18 practice.

19 **C. Access to CONFIDENTIAL Information**

20 13. Access to information marked "CONFIDENTIAL" shall be limited to,  
 21 and only to, the following persons:

22 (A) Outside attorneys of record to any party in connection with this  
 23 ACTION, and, if the attorney of record is a member of a law firm, the  
 24 employees and staff of the law firm (collectively "OUTSIDE COUNSEL"),  
 25 provided that before any such person is permitted access to any  
 26 "CONFIDENTIAL" information, such person shall be informed of the  
 27 existence and contents of this ORDER;  
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1 (B) Organizations retained by OUTSIDE COUNSEL to provide  
2 litigation support services in this ACTION, including but not limited to court  
3 reporters, translators, third party photocopy or imaging services contractors,  
4 third-party contractors producing graphic or visual aids involved solely in  
5 providing litigation support services to OUTSIDE COUNSEL, and jury  
6 consultants, provided that before any such person is permitted access to any of  
7 the CONFIDENTIAL information, such person or a supervising individual in  
8 his or her organization shall have signed the "Non-Disclosure Agreement"  
9 (Exhibit A);

10 (C) Independent outside experts and consultants retained in this  
11 ACTION by OUTSIDE COUNSEL or a PARTY, provided that any such  
12 actual or contemplated expert or consultant is not an employee of the parties  
13 hereto, and subject to the conditions and requirements, including in Sections E  
14 and F, set forth in this ORDER;

15 (D) The officers, directors, and employees (including In-House  
16 Counsel) of the RECEIVING PARTY to whom disclosure is reasonably  
17 necessary for this litigation and who have signed the "Non-Disclosure  
18 Agreement" (Exhibit A), subject to the conditions and requirements set forth  
19 herein;  
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21 (E) The Court, its personnel and any court reporters involved in  
22 taking or transcribing testimony in court in this ACTION;

23 (F) Such other persons as hereafter may be designated by written  
24 agreement of the PARTIES in this ACTION or by order of the Court;

25 (G) Any mediator who is engaged to assist the PARTIES in  
26 settlement negotiations on a confidential basis;  
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1 (H) During their depositions, witnesses in the action to whom  
 2 disclosure is reasonably necessary and who have signed the “Non-Disclosure  
 3 Agreement” (Exhibit A); and

4 (I) The author of the document or the original source of the  
 5 information, or persons to whom the document or copies thereof were  
 6 addressed or delivered.

7 **D. Access to HIGHLY CONFIDENTIAL Information**

8 14. Access to information marked “HIGHLY CONFIDENTIAL” shall be  
 9 limited to the persons identified in Paragraphs 13 (A), (B), (C), (E), (F), (G) and (I)  
 10 above.

11 **E. Notification of Identities of Outside Experts and Consultants**

12 15. In connection with outside experts and consultants falling under  
 13 paragraph 13(C) above, each party shall disclose in writing to the other party, the  
 14 identity and curriculum vitae of each outside expert or consultant. Such curriculum  
 15 vitae shall identify all current and former employers and/or consulting engagements  
 16 of the independent expert or consultant within ten (10) years prior to the date of such  
 17 disclosure.

18 16. If a party objects, in good faith, to an identified expert or consultant, the  
 19 party shall make its objections known in writing within five (5) business days of  
 20 receiving notification. This shall serve as the request for conference under Central  
 21 District of California L.R. 37-1. After receipt of the objection, the party proposing  
 22 the expert shall confer with the objecting party within five (5) business days pursuant  
 23 to L.R. 37-1. If, after good faith negotiations, agreement on the independent expert  
 24 or consultant cannot be reached, the objecting party shall have ten (10) business days  
 25 after the conference referred to above to complete the process described in L.R. 37-  
 26 2.2 and to seek relief from the Court. In such a case, no disclosure of  
 27 CONFIDENTIAL INFORMATION of the objecting party shall be made to the  
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expert or consultant until the Court has ruled on the objecting party's motion for relief, and then only in accordance with the Court's ruling. The party or person wishing to disclose objecting party's "HIGHLY CONFIDENTIAL," "CONFIDENTIAL-ATTORNEYS' EYES ONLY" or "CONFIDENTIAL" information to the outside expert or consultant shall have the burden of showing the disclosure would be proper and consistent with the Order. If a party fails to make its objections known or fails to seek relief from the Court as described in this section, its objection to an expert shall be deemed waived, and CONFIDENTIAL INFORMATION may be disclosed to the expert or consultant subject to the provisions of this Protective Order. However, in no event shall a disclosure of potential experts or consultants be deemed a waiver of any privilege or immunity.

**F. Disclosure of CONFIDENTIAL INFORMATION to Outside Experts and Consultants**

17. Documents designated as "HIGHLY CONFIDENTIAL," "CONFIDENTIAL – ATTORNEYS' EYES ONLY" and "CONFIDENTIAL" may be shown to outside experts or consultants, together with their clerical personnel, who are retained by a party in connection with the preparation for trial or trial in this ACTION, provided that before disclosure to any such expert or consultant, the person to whom such information is to be disclosed shall have signed the "Non-Disclosure Agreement" (Exhibit A). The agreement of the expert or consultant to be bound by Exhibit A shall be considered to apply to his or her clerical personnel, and those personnel need not separately execute the non-disclosure agreement.

18. Drafts of any reports provided by such expert or consultant, as well as communications between and among the expert or consultant, other experts or consultants retained by the party, the attorneys for the party retaining the experts or consultants, and the retaining party are not discoverable except to the extent that the communications relate to compensation for the expert or consultant's study or

1 testimony; identify facts or data that the expert or consultant considered in forming  
 2 the opinions to be expressed; or identify assumptions that the expert or consultant  
 3 relied upon in forming the opinions to be expressed.

4 19. The foregoing notwithstanding, any such expert or consultant who is an  
 5 employee of a party or a competitor of any of the parties shall not be shown or  
 6 otherwise given access to documents or information designated as “HIGHLY  
 7 CONFIDENTIAL.”

8 **G. Request for Additional Disclosure**

9 20. If any counsel of record desires to communicate to any person apart  
 10 from those permitted under Paragraphs 13 to 17 any information designated as  
 11 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL,” that  
 12 counsel of record shall first obtain the written consent of the designating party  
 13 through such party's counsel of record or obtain leave of Court to do so. Also, each  
 14 person to whom the CONFIDENTIAL INFORMATION is to be given, shown, made  
 15 available or communicated must execute a written confidentiality agreement, in the  
 16 form attached hereto as **Exhibit A**. Only after all of the foregoing conditions have  
 17 been fully satisfied may the CONFIDENTIAL INFORMATION be communicated to  
 18 any person other than those permitted under Paragraphs 13 to 17.  
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20 **H. Manner of Designating Documents**

21 21. A party shall designate documents containing Confidential Information  
 22 by placing a legend in plain view on each page of any document that party wishes to  
 23 protect against disclosure or use. This legend shall state “CONFIDENTIAL,”  
 24 “HIGHLY CONFIDENTIAL,” or “CONFIDENTIAL – ATTORNEYS’ EYES  
 25 ONLY,” as appropriate. All documents and things shall be marked prior to the  
 26 provision of a physical copy thereof to the other party.  
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1           **I. Manner of Designating Depositions**

2           22. In the case of a deposition, counsel for such party may, at the  
3 commencement of such deposition, temporarily designate the entire deposition as  
4 “CONFIDENTIAL,” provided, however, that where such an initial designation has  
5 been made, the designating party, within fifteen (15) days after receipt of the  
6 transcript, shall mark as provided in this ORDER those pages of the transcript as  
7 such party shall then deem confidential, (the confidential designation of all remaining  
8 pages being rescinded after such period), and shall notify the other party in writing  
9 which pages are deemed CONFIDENTIAL INFORMATION. In the event that such  
10 notice is not sent within said fifteen (15) days of the receipt of the transcript, no  
11 portion of the deposition shall thereafter be confidential unless the designating party  
12 thereafter notifies the other party that the failure to timely designate occurred by  
13 oversight.

14           **J. Filing Documents With The Court**

15           23. All information designated as CONFIDENTIAL INFORMATION  
16 which is filed or lodged with the court, or any pleading or memorandum purporting  
17 to reproduce or paraphrase such information shall be accompanied by an application  
18 to file the information, pleading or memorandum or the portion thereof constituting  
19 or containing the CONFIDENTIAL INFORMATION material under seal in  
20 accordance with Local Rule 79-5.1 and directed to the Judge or to whom the papers  
21 are directed. **Good cause must be shown for the under seal filing.** The  
22 CONFIDENTIAL INFORMATION shall be filed or lodged in sealed containers on  
23 which shall be recorded the title to this action, the general nature of the contents, the  
24 words “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” or “CONFIDENTIAL –  
25 ATTORNEYS’ EYES ONLY” and a statement substantially in the following form:

26           CONFIDENTIAL. This sealed container filed in this case contains  
27 confidential materials generally identified as [“CONFIDENTIAL,” “HIGHLY  
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CONFIDENTIAL,” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”] filed under seal pursuant to the order of the Court. Pursuant to this Protective Order, this container shall not be opened nor shall the contents thereof be revealed except to the Court, including court personnel as necessary for handling of the matter.

Material found by the Court to meet the requirements for CONFIDENTIAL INFORMATION (as defined in this ORDER) shall be maintained under seal and shall not be made available for public review pursuant to Local Rule 79-5.

**K. No Effect On Party's Own Use**

24. Nothing contained in this Order shall affect the right of a party to disclose or to use any of its own CONFIDENTIAL INFORMATION as it desires.

**L. No Effect On Disclosure to Author or Addressees**

25. Nothing contained in this Order shall affect the right of a party to disclose any CONFIDENTIAL INFORMATION to the author or addressees of any document containing such information. However, each person to whom the CONFIDENTIAL INFORMATION is to be disclosed pursuant to this Paragraph 25 must execute a written confidentiality agreement, in the form attached hereto as Exhibit A, prior to disclosure to that person.

**M. No Applicability to Public Information**

26. The restrictions on dissemination of CONFIDENTIAL INFORMATION shall not apply to (i) persons in possession or knowledge of such information prior to disclosure hereunder who, absent this order, is under no restriction regarding its dissemination, but only with respect to the CONFIDENTIAL INFORMATION already in his or her possession or knowledge, or (ii) information which is public knowledge or which after disclosure, becomes public knowledge other than through an act or omission of a party receiving the CONFIDENTIAL INFORMATION.



1           **N. Legal Effect of Designations**

2           27. The designation by a party of any document, material or information as  
 3 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL,” or “CONFIDENTIAL –  
 4 ATTORNEYS’ EYES ONLY” is intended solely to facilitate discovery in this  
 5 ACTION. This Order shall not prejudice the right of any party to bring before the  
 6 Court a motion in compliance with Local Rules 37-1 and 37-2 seeking a declaration  
 7 that information produced by the other party has been wrongfully designated as  
 8 CONFIDENTIAL INFORMATION and should not be subject to the terms of this  
 9 ORDER. A party bringing such motion shall have the burden of proving that the  
 10 information designated as CONFIDENTIAL INFORMATION is in the public  
 11 domain or was in possession of the receiving party prior to its disclosure through  
 12 discovery in this action, or is otherwise not appropriately designated as  
 13 CONFIDENTIAL INFORMATION.

14           **O. Unauthorized Disclosure of CONFIDENTIAL INFORMATION**

15           28. If a RECEIVING PARTY learns that, by inadvertence or otherwise, it  
 16 has disclosed CONFIDENTIAL INFORMATION to any person or in any  
 17 circumstance not authorized under this Stipulated Protective Order, the RECEIVING  
 18 PARTY must immediately (a) notify in writing the DESIGNATING PARTY of the  
 19 unauthorized disclosures, (b) use its best efforts to retrieve all copies of the  
 20 CONFIDENTIAL INFORMATION, (c) inform the person or persons to whom  
 21 unauthorized disclosures were made of all the terms of this Order, and (d) request  
 22 such person or persons to execute the “Non-Disclosure Agreement” (Exhibit A).

23           **P. Final Disposition of Action**

24           29. Within sixty (60) days after the final disposition of this ACTION,  
 25 including appeals, each counsel of record shall: (a) promptly return to counsel of  
 26 record for the DESIGNATING PARTY all CONFIDENTIAL INFORMATION and  
 27 all copies made thereof which are not in custody of the Court; or (b) promptly  
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1 destroy or see to the destruction of all writings related thereto, and certify to the  
 2 designating party that such destruction has been done. As an exception to the above,  
 3 counsel of record may retain a single file copy of any pleading, document filed with  
 4 the Court, written discovery response, expert report, transcript of any deposition or  
 5 trial testimony, together with all exhibits thereto, legal memorandum,  
 6 correspondence, or attorney work product, even if such material contains  
 7 CONFIDENTIAL INFORMATION. The copy of these retained documents shall be  
 8 treated as "CONFIDENTIAL – ATTORNEYS' EYES ONLY" and counsel of record  
 9 shall immediately notify opposing counsel of record of any attempt by third parties to  
 10 inspect and/or copy said documents.

11 **Q. Survival of Terms**

12 30. Absent written modification hereof by the PARTIES hereto or further  
 13 order of the Court, the provisions of this Order that restrict the disclosure and use of  
 14 CONFIDENTIAL INFORMATION shall survive the final disposition of this  
 15 ACTION and continue to be binding on all persons subject to the terms of this  
 16 ORDER.

17 **R. Violation of Order**

18 31. In the event anyone shall violate or threaten to violate any term of this  
 19 ORDER, the parties agree that the aggrieved party may immediately apply to obtain  
 20 injunctive relief against any such person violating or threatening to violate any of the  
 21 terms of this ORDER and, in the event the aggrieved party shall do so, the  
 22 respondent person subject to the provisions of this ORDER shall not employ as a  
 23 defense thereto the claim that the aggrieved party possesses an adequate remedy of  
 24 law. The parties and any other person subject to the terms of this ORDER agree that  
 25 this Court has jurisdiction over such person or party for the purpose of enforcing this  
 26 ORDER. In the event that any CONFIDENTIAL INFORMATION is disclosed by a  
 27 receiving party in violation of this order, the CONFIDENTIAL INFORMATION  
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1 shall not lose its status through such disclosure, and the parties shall take all steps  
2 reasonably required to assure its continued confidentiality.

3 **S. Subpoena in Another Action**

4 32. Nothing in this order shall be construed as authorizing a party to disobey  
5 a lawful subpoena issued in another action. Any PARTY, having received  
6 CONFIDENTIAL INFORMATION that receives a subpoena or other compulsory  
7 process seeking the production of all or some of those materials, shall promptly, and  
8 before producing such materials, notify in writing:

9 (A) The requesting party, court or administrative agency of this  
10 ORDER; and

11 (B) Counsel for the DESIGNATING PARTY of the receipt of such  
12 compulsory process and provide counsel for the DESIGNATING PARTY  
13 with copies of that process.

14 **T. Right to Assert Other Objections.**

15 33. By stipulating to the entry of this ORDER no PARTY waives any right  
16 it otherwise would have to object to disclosing or producing any information or item  
17 on any ground not addressed in this ORDER. Similarly, no PARTY waives any right  
18 to object on any ground to use in evidence of any of the material covered by this  
19 ORDER. Nothing herein affects, in any way, the admissibility of any document,  
20 testimony, or other evidence at trial or restricts the use of information obtained from  
21 investigations, interviews or other sources other than via the discovery process,  
22 motion practice or voluntary disclosure of information by any PARTY conducted  
23 under the terms of this ORDER.

24 34. The Court will determine, in its sole discretion, how documents  
25 designated as CONFIDENTIAL and/or HIGHLY CONFIDENTIAL will be treated  
26 during the trial of this action. The PARTIES agree to request, prior to trial, that the  
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Court make an appropriate order to maintain the confidentiality of CONFIDENTIAL INFORMATION to the extent practicable.

Good cause having been found, IT IS SO ORDERED.



DATED: March 14, 2012

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Hon. Paul L. Abrams  
United States Magistrate Judge

**EXHIBIT A**  
**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, declare under penalty of perjury that:

1. My address is \_\_\_\_\_.
2. My present employer is \_\_\_\_\_.
3. My present occupation or job description is \_\_\_\_\_.

I HEREBY CERTIFY AND AGREE that I have read and understand the terms of the Protective Order (“ORDER”) in the matter of *Wah Hung International Machinery, Inc. et al. v. Valley Custom Tire, Inc. et al.*, in the United States District Court, Central District of California, Civil Action No. CV11-04178 RSWL (PLAx), that I will not use or disclose to anyone any of the contents of any CONFIDENTIAL INFORMATION received under the protection of the ORDER except as permitted by the ORDER, and agree to be bound by the terms and conditions of the ORDER.

I understand that I am to retain all copies of any of the materials that I receive which have been so designated as CONFIDENTIAL INFORMATION in a container, cabinet, drawer, room or other safe place, and that all copies are to remain in my custody until I have completed my assigned or legal duties, whereupon the copies are to be returned or destroyed as specified in the ORDER. I acknowledge that such return or the subsequent destruction of such materials shall not relieve me from any of the continuing obligations imposed upon me by the ORDER.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

\_\_\_\_\_  
(print name)